

Gulfport Yacht Club - Jr. Lipton Regatta ("the Program") - Depiction Release & Assumption of Risk

DEPICTION RELEASE AND ASSUMPTION OF RISK

1. Gulfport Yacht Club ("GYC") is the owner of the facility located at 800 East Pier, Gulfport MS 39501 (the "Facility"). The Facility includes a swimming pool and surrounding deck (the "Pool") located on the Facility premises. GYC is also the owner, lessor, and/or operator of various motorboats, sailboats and dinghies (collectively the "GYC Boats").

2. GYC is a facilitator of the event described below (the "Program"). The undersigned individual (the "Participant") wishes to participate in the Program, which may include the use of the Pool and certain other areas of the Facility and the use of certain equipment by the Participant, including but not limited to GYC Boats, at the Facility, in and adjacent to the Pool, aboard one or more GYC Boats and/or at various remote locations. The Participant wishes to enter into this Release of Liability ("Release") to allow for Participant's participation in the Program. If the Participant is a minor, a parent or legal guardian must sign on the minor's behalf, and thereby be considered with the child as the Participant for the purposes of this Release. The Program may be conducted by, or in cooperation with, one or more other third party organizations that are not a party to this Release.

3. In consideration of GYC allowing Participant to access the locations and boats and activities associated with participation in the Program, such access being hereby acknowledged as valuable and sufficient consideration for the release provided herein, and in consideration of the recitals made above, participant represents and agrees as follows:

RELEASE AND ASSUMPTION OF RISK BY PROGRAM PARTICIPANTS

I, the undersigned Participant (or parent or legal guardian of the participant) in the Program described below understand and agree that activities associated with participation in the Program are vigorous and can involve severe cardiovascular stress. I understand that all of the risks associated with participation in the Program cannot be foreseen, but they may arise from various sources, including but not limited to activities in the Pool, walking or unadvised running on wet and slippery surfaces, participation in water sports or activities that exceed my capabilities or the capabilities of my minor child, and/or the possible reckless conduct of other participants, any or all of which may lead to serious injury or death. I further understand that the Program may include social segments which may involve the consumption of food, refreshments, and alcoholic beverages, all of which also may involve an element of risk, from interaction with other individuals involved in the Program, or from transportation to or from the location of the Program, or from the food or refreshments consumed.

Further, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local health agencies recommend social distancing and have prohibited the congregation of groups of people. GYC has put in place preventative measures pursuant to recommendations of federal, state and/or local public health officials. However, GYC cannot guarantee that you, your family, or your guests will not become infected with COVID-19. Visiting GYC could increase your risk of contracting COVID-19, which in turn may result in personal injury, illness, permanent disability, or death.

I understand that the Program may be subject to delays and other inconveniences, and that no representations or guarantees are made as to the objectives or results of the Program. Notwithstanding these and other elements of risk and inconvenience, I wish to participate in the Program or allow my minor child to participate in the Program because of my (or our) interest in the subject matter of the Program and in the activities that I expect to enjoy during the Program.

Therefore, in consideration of GYC allowing me and/or my minor child to access the Pool and certain other areas of the Facility to participate in the Program, I hereby agree to accept any and all risks associated with the Program with the knowledge of the dangers and risks involved. I, of and or myself and/or minor child participating in the Program, and my heirs, assigns, and agents, hereby release GYC together with its directors, elected and appointed flag officers, staff, members, employees, attorneys and agents., and agree to defend and indemnify them and hold them harmless, from any and all disputes, actions, claims, demands, liabilities, judgments, and attorney's fees, which are related to or arise directly or indirectly from the activities associated with the Program, **including, without limitation, those due to the negligence, fault or other act or omission of GYC.** In further consideration of the foregoing, I hereby grant to GYC the exclusive right to take and use photographs and/or digital images of me and/or my minor child for use in GYC publications, news releases, and/or educational materials in printed or electronic media and I waive any property interest that I may have in such materials. I understand that my name and identity may be revealed with the image(s).

Child Printed Name _____

Parent Printed Name _____

Parent Signature _____

Date _____